

**IN THE NORTHERN DISTRICT COURT OF ALABAMA  
SOUTHERN DIVISION****Diversified Maintenance-RWS, LLC,** )**Plaintiff,** )

)

**v.** )**Case No.:****City Storage Systems LLC d/b/a CSS,** )

)

**Defendant.** )**COMPLAINT**

COMES NOW Diversified Maintenance-RWS, LLC, the Plaintiff in the above-styled civil action, and for its Complaint respectfully shows this honorable Court the following:

**JURISDICTION, VENUE AND SERVICE**

1. Defendant City Storage Systems LLC d/b/a CSS is a domestic/foreign corporation/LLC organized and existing under the laws of the state of Delaware whose Registered Agent, Corporation Service Company (Which Will Do Business In California As CSC - Lawyers Incorporating Service), may be served with process at 1401 Baldy View Cir Corona, CA 92882-8085.
2. Jurisdiction is appropriate in this Court per the underlying service agreement executed by both parties, venue is proper, and the Defendant is subject to the jurisdiction of this Court.

**FACTS**

4. Beginning in November 2, 2020, the Plaintiff and the Defendant, City Storage Systems LLC d/b/a CSS entered into an agreement whereby Plaintiff agreed to furnish goods and/or services to Defendant City Storage Systems LLC d/b/a CSS. In exchange for timely receiving said materials, City Storage Systems LLC d/b/a CSS agreed to timely pay invoices in full. Defendant, City Storage Systems LLC d/b/a CSS , also agreed that any controversy arising from this Agreement shall be exclusively adjudicated in the U. S. District Court of the Northern District of Alabama. A true and correct copy of the Defendant's Application for Credit with the Plaintiff is attached hereto as **Exhibit A** and

is incorporated herein by reference.

5. During the course of the services completed by Plaintiff, it timely fulfilled the requested orders as directed by the Defendant, City Storage Systems LLC d/b/a CSS.
6. The Plaintiff issued invoices and Statements of Account concerning the work and supplies contributed to the location and sent it to the Defendant, see Exhibits "B" and "C".
7. The Defendant failed to make payments due on the Agreement as required by its terms; consequently, the Defendant has defaulted and remains in default on the payments due on the Agreement.
8. Plaintiff has complied with all terms and provisions of the agreement and has timely supplied all goods and services in a good and workmanlike manner.

#### **COUNT I - BREACH OF CONTRACT**

9. All statements and allegations contained in the previous Paragraphs of this Complaint are hereby incorporated into this Count by reference.
10. The Agreement is still in default for, among other possible events of default, failure to pay the sums due under the terms of the Agreement.
11. The Defendant is indebted to the Plaintiff in the amount of \$30,629.61, plus all other charges due and owing, including but not limited to additional interest at an annual interest rate of 6.00%, reasonable attorney's fees, post-judgment interest and court costs.

WHEREFORE, Diversified Maintenance-RWS, LLC prays demands judgment against Defendant for the principal sum of \$30,629.61, with plus interest, attorney's fees and costs due by Breach of Contract.

#### **COUNT II - ACCOUNT STATED**

12. The Plaintiff incorporates each and every preceding paragraph of this Complaint in this Count as if fully set forth herein.
13. Plaintiff claims of the Defendant the sum of \$30,629.61, due by account stated, which sum of money, with interest thereon is due and unpaid.
14. This count is brought on an Affidavit of a competent witness, enclosed herewith as Exhibit "B" and incorporated by reference herein, supported by an Invoices, a copy of which is attached hereto as Exhibit "C" and incorporated by reference herein.

WHEREFORE, Diversified Maintenance-RWS, LLC prays demands judgment against

Defendant for the principal sum of \$30,629.61, with plus interest, attorney's fees and costs due by account stated.

**COUNT III -UNJUST ENRICHMENT**

15. The Plaintiff incorporates each and every preceding paragraph of this Complaint in this Count as if fully set forth herein.

16. As a result of the Plaintiff's services, the Defendant received the benefit of the Plaintiff's goods and services. Based upon the above and foregoing, the Defendant knowingly accepted and retained a benefit by the use of Plaintiff's services. The Defendant has been unjustly enriched by the use of the services provided by Plaintiff.

17. The Defendant received a benefit from Plaintiff's services provided for its own benefit and was unjustly enriched therefrom. Plaintiff has a reasonable expectation of being compensated for this taking.

18. The Defendant is indebted to the Plaintiff in the amount of \$30,629.61 pursuant to Defendant's unjust enrichment.

WHEREFORE, Diversified Maintenance-RWS, LLC prays demands judgment against Defendant for the principal sum of \$30,629.61, with plus interest, attorney's fees and costs due by unjust enrichment.

Done this November 9, 2022.

By: /s/ Brian M Cloud  
Brian M. Cloud (ASB-4833-A62C)  
Attorney for Plaintiff

Cloud, Willis & Ellis, LLC  
3928 Montclair Road, Suite 227  
Birmingham, Alabama 35213  
(205) 322-6060

**DEFENDANT TO BE SERVED BY PRIVATE PROCESS SERVER:**

City Storage Systems LLC d/b/a CSS  
c/o Corporation Service Company (Which Will Do Business In California As CSC - Lawyers  
Incorporating Service) Registered Agent  
1401 Baldy View Cir  
Corona, CA 92882-8085

